

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

SOLAE, LLC,)	
A Delaware limited liability company,)	
)	
Plaintiff,)	
)	C.A. No. 07-140-JJF
vs.)	
)	
HERSHEY CANADA INC.)	
an Ontario, Canada corporation,)	
)	
Defendant)	

AFFIDAVIT OF CINDY WRIGHT
(sworn June 25, 2007)

1. I am employed by Solae, LLC ("Solae") as a Customer Service Representative. I have worked in the Customer Service department of Solae and two of its predecessors since March 2000. Over the years I have been one of the Customer Service representatives responsible for processing sales of various Solae products to plants of The Hershey Company ("The Hershey Co.") and Hershey Canada Inc. ("Hershey"), and I am employed at Solae's St. Louis, Missouri headquarters.

2. I have knowledge of the matters to which I hereinafter depose, except for matters that I have stated in this affidavit are based on information provided to me by others, all of which information I believe to be true.

3. In my capacity as a Customer Service Representative, I received purchase orders for Solae products from customers. I would then process the purchase order and fax back to the customer a Solae business document entitled "Order Confirmation".

4. Solae's Order Confirmation is a double-sided document. The first page (page 1 of 2) of the Order Confirmation is headed "Attachment 1 - Conditions of Sale" ("Conditions of Sale").

5. Whenever I faxed an Order Confirmation to the customer, it was, and is, my standard practice to include both pages of the Order Confirmation.

6. After an Order Confirmation is faxed to a customer, the standard practice in Solae's Customer Service department has been, and is, to place the faxed documents (including the fax transmission sheet) in the applicable account file, and those documents remain stored in that file for future reference, if necessary.

7. I have obtained from the files in Solae's Customer Service department the Order Confirmation documents relating to a number of sales of Solae products, to The Hershey Co. and Hershey in 2005 and 2006. Copies of those documents, including the applicable fax transmission sheets, are described and attached as exhibits to this affidavit in the following paragraphs of this affidavit.

8. Attached as **Exhibit 1** is a copy of an Order Confirmation which Customer Service Representative, Delin Reedy, has told me she faxed to the Smith Falls plant of Hershey on February 7, 2006. The Conditions of Sale were included with the front side of the Order Confirmation in that fax. Exhibit 1 was faxed to James Kuehl of the Smith Falls plant. Neither Mr. Kuehl nor anyone else at Hershey ever expressed to myself any objection to the Conditions of Sale that Delin Reedy faxed with that Order Confirmation, and Ms. Delin has told me that neither Mr. Kuehl nor anyone else from Hershey ever expressed any such objection to her either.

9. Attached as **Exhibit 2** and **Exhibit 3**, respectively, are copies of Order Confirmations which I faxed to the Dartmouth plant of Hershey on August 21, 2006 and September 26, 2006, respectively. The Conditions of Sale were included with the front side of the Order Confirmation in each fax. Exhibits 2 and 3 were faxed to Kim Fleet of the Dartmouth plant. Neither Kim Fleet nor anyone else at Hershey ever expressed to me any objection to the Conditions of Sale that I faxed with those Order Confirmations.

10. Attached as **Exhibit 4** is a copy of an Order Confirmation which I faxed to the Memphis plant of The Hershey Co. on September 20, 2005. The Conditions of Sale were included with the front side of the Order Confirmation in that fax. (This fax also included two additional pages announcing a new brand name for Solae lecithin products). Exhibit 4 was faxed to Melvin Powers at the Memphis plant. Neither Mr. Powers nor anyone else at The Hershey Co. ever expressed to me any objection to the Conditions of Sale which I faxed with that Order Confirmation.

11. Attached as **Exhibit 5** and **Exhibit 6**, respectively, are copies of two Order Confirmations which I faxed to the Memphis plant of The Hershey Co. on September 11, 2006. The Conditions of Sale were included with the front side of each Order Confirmation in those faxes. Exhibits 5 and 6 were faxed to Melvin Powers of the Memphis Plant. Neither Mr. Powers nor anyone else at The Hershey Co. ever expressed to me any objection to the Conditions of Sale which I faxed with those Order Confirmations.

12. Laura Titus was employed as a Customer Service Representative at Solae until around August 2006. Ms. Titus was responsible for some of the accounts with The

Hershey Co. and Hershey. On several occasions, I faxed to customers Order Confirmations which Ms. Titus had prepared if Ms. Titus was away from the office or unavailable. Four Order Confirmations to The Hershey Co. and Hershey plants are described and attached as exhibits in paragraphs 11 to 14 below. Based on the fax transmission sheets, which are included with the exhibits, and the standard practices of Solae's Customer Service department (described above), I believe that those documents were faxed to the stated The Hershey Co. or Hershey plant. However, I cannot recall whether it was I or Ms. Titus who physically sent those faxes.

13. Attached as **Exhibit 7** and **Exhibit 8**, respectively, are Order Confirmations which either Ms. Titus or I faxed to the Smith Falls plant of Hershey on September 19, 2005 and May 2, 2006, respectively. The Conditions of Sale were included with the front side of each Order Confirmation in those faxes. (The Order Confirmation which was faxed on September 19, 2005 also included two additional pages respecting the above-noted announcement of a new brand name of Solae lecithin products). Exhibits 7 and 8 were faxed to James Kuehl of the Smith Falls plant of Hershey. Neither Mr. Kuehl nor anyone else at Hershey ever expressed to me any objection to the Conditions of Sale that were faxed with these Order Confirmations. Similarly, Ms. Titus never mentioned to me that Mr. Kuehl or anyone else at Hershey had ever expressed any objection to her about the Conditions of Sale.

14. Attached at **Exhibit 9** is a copy of an Order Confirmation which either Ms. Titus or I faxed to the Dartmouth plant of Hershey on February 28, 2006. (This Order Confirmation contains hand writing of Ms. Titus, but that does not necessarily mean that it was physically faxed by Ms. Titus, as opposed to myself or another

Customer Service Representative in our Customer Service Department.) The Conditions of Sale were included with the front side of the Order Confirmation in that fax. Exhibit 9 was faxed to Kim Fleet of the Dartmouth plant of Hershey. Neither Ms. Fleet nor anyone else at Hershey ever expressed to me any objection to the Conditions of Sale that were faxed with this Order Confirmation. Similarly, Ms. Titus never mentioned to me that Ms. Fleet or anyone else at Hershey had ever expressed any objection to her about the Conditions of Sale.

15. Attached as **Exhibits 10, 11 and 12** are Order Confirmations which either Laura Titus or I faxed to the Memphis plant of The Hershey Co. on March 16, 2005, July 27, 2005, and December 14, 2005, respectively. The Conditions of Sale were included with the front side of each Order Confirmation in these faxes. Exhibits 11 and 12 were faxed to Melvin Powers of the Memphis plant. Exhibit 10 was faxed to Kathy Caughron of the Memphis plant. Neither Mr. Powers, Ms. Caughron, nor anyone else at The Hershey Co. ever expressed to me any objection to the Conditions of Sale that were faxed with those Order Confirmations. Similarly, Ms. Titus never mentioned to me that Mr. Powers, Ms. Caughron, or anyone else at The Hershey Co. had ever expressed any objection to her about the Conditions of Sale.

16. Attached as **Exhibit 13** is a copy of an Order Confirmation which either Ms. Titus or I faxed to the Hershey, Pennsylvania plant of The Hershey Co. on November 2, 2005. The Conditions of Sale were included with the front side of the Order Confirmation in that fax. Exhibit 13 was faxed to Bill Ehrhorn of the Hershey, Pennsylvania plant. Neither Mr. Ehrhorn nor anyone else at The Hershey Co. ever expressed to me any objection to the Conditions of Sale which were faxed with this Order

Confirmation. Similarly, Ms. Titus never mentioned to me that Mr. Ehrhorn or anyone else at The Hershey Co. ever objected to her about the Conditions of Sale.

17. In or around October 2006, Linda Collins became employed as a Customer Service Representative of Solae. I assisted in the training of Ms. Collins, and during Ms. Collins' first two or three months with our department, I worked with her in the processing of most, if not all, of the purchase orders received from accounts for which Ms. Collins' was assigned responsibility. Thus, Order Confirmations in the Fall of 2006 which show Ms. Collins' name, might have been faxed to the customer by me as opposed to Ms. Collins. Based on the fax transmissions records and Solae's above-noted standard practices, I believe that the documents attached as exhibits and described in paragraphs 16 to 18 below were faxed to the stated The Hershey Co. or Hershey plant, but I cannot recall at this time whether it was I or Ms. Collins who physically sent those faxes.

18. Attached as **Exhibit 14** is a copy of an Order Confirmation which either Ms. Collins or I faxed to the Smith Falls plant of Hershey on October 19, 2006. The Conditions of Sale were included with the front side of the Order Confirmation in that fax. Exhibit 14 was faxed to James Kuehl of the Smith Falls plant. Neither Mr. Kuehl nor anyone else at Hershey ever expressed to me any objection to the Conditions of Sale that were faxed with that Order Confirmation. Similarly, Ms. Collins has advised me that neither Mr. Kuehl nor anyone else at Hershey ever expressed to her any objection about the Conditions of Sale.

19. Attached as **Exhibit 15** is a copy of an Order Confirmation which either Ms. Collins or I faxed to the Dartmouth plant of Hershey on December 6, 2006. The

Conditions of Sale were included with the front side of the Order Confirmation in that fax. Exhibit 15 was faxed to Kim Fleet of the Dartmouth plant. Neither Ms. Fleet nor anyone else at Hershey ever expressed to me any objection to the Conditions of Sale that were faxed with this Order Confirmation. Similarly, Ms. Collins has advised me that neither Ms. Fleet nor anyone else at Hershey ever expressed to her any objection about the Conditions of Sale.

20. Attached as **Exhibit 16** is a copy of an Order Confirmation which either Ms. Collins or I faxed to the Memphis plant of The Hershey Co. on November 8, 2006. The Conditions of Sale were included with the front side of the Order Confirmation in that fax. Exhibit 16 was faxed to Melvin Powers of the Memphis plant. Neither Mr. Powers nor anyone else at The Hershey Co. ever expressed to me any objection to the Conditions of Sale that were faxed with this Order Confirmation. Similarly, Ms. Collins has advised me that neither Mr. Powers nor anyone else at The Hershey Co. ever expressed to her any objection about the Conditions of Sale.

I declare under penalty of perjury that the foregoing is true and correct.

SWORN BEFORE ME in St. Louis,
MO, this day on June 25, 2007.

Notary:

Sheri P. West
SHERI P. WEST
Notary Public — Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: July 31, 2009
Commission # 05403515

Cindy Wright

CINDY WRIGHT

Exhibit 1

31

The Solae
Company

REVISION

Order
Confirmation
208872

Shipping Address

HERSHEY CANADA, INC.
HWY 15 SOUTH
SMITH FALLS ON K7A 4T8
CANADA

Sold-to Party Address

HERSHEY CANADA SMITH FALLS PLT
1 HERSEY DRIVE
SMITH FALLS ON K7A 4T8
CANADA

Information

Document Date 14 Dec 2005
Purchase Order No. 4500178723
Purchase Order Date
Incoterms FOB Shippoint; Frt. PPD/Dlvrd
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10005325 SOLEC 3F-UB-IP Standard Soy Lecithin Fluid 1,000 KG ST CAGE Cust. Material No.: 1-00768-000	✓ 02/10/2006	18 IBC	18,000 KG	19,242 KG	2.7701/ KG	49,861.80
						Total Amount USD	49,861.80

Please fax order confirmation James Kuehl at (613) 283-4844.

Created By: Cindy A. Wright

Shipping Plant: VX07 Gibson City Plant

Price shall be the price in effect on the date of shipment

Please see Attachment 1 - Conditions of Sale on reverse side.

Thanks,
Cindy

Solae, LLC
O. Box 88940
St. Louis, Missouri 63188
(414) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

* * * COMMUNICATION RESULT REPORT (FEB. 7. 2006 3:12PM) * * *

TTI SOLAE LLC-CS

TRANSMITTED/STORED FEB. 7. 2006 3:11PM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

857 MEMORY TX

916132834844

OK

2/2

REASON FOR ERROR
E-3) HANGUP OR LINE FAILE-2) BUSY
NO FACSIMILE CONNECTION*The Solaë
Company.*Order
Confirmation
208872

REVISION

Shipping Address

HERSHEY CANADA, INC.
HWY 16 SOUTH
SMITH FALLS ON K7A 4T8
CANADA

Sold-to Party Address

HERSHEY CANADA SMITH FALLS PLT
1 HERSHEY DRIVE
SMITH FALLS ON K7A 4T8
CANADA

Information

Document Date 14 Dec 2005
 Purchase Order No. 4500178723
 Purchase Order Date
 Incoterms FOB Shippoint: Frt. PPD/Dlvrd
 Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10006326 SOLEC 3F-UB-IP Standard Soy Lecithin Fluid 1,000 KG ST CAGE Cust. Material No.: 1-00768-000	✓ 02/10/2006	18 IBC	18,000 KG	19,242 KG	2,7701/ KG	49,881.80

Please fax order confirmation James Kueh at (613) 233-4844.

Created By: Cindy A. Wright
 Shipping Plant: VX07 Gibson City Plant
 Price shall be the price in effect on the date of shipment
 Please see Attachment 1 - Conditions of Sale on reverse side.

Thanks,
 Delia

Exhibit 2

✓ The Solae
Company.

Alan
Kim

(8/28)

35

Order
Confirmation
243072

Shipping Address

HERSHEY MARITIME WAREHOUSE
26 TOPPLE
DARTMOUTH NS B3B 1L6
CANADA

Bill-to Party Address

HERSHEY MOIRS PLT - DARTMOUTH
375 PLEASANT ST
DARTMOUTH NS B2Y 4N4
CANADA

Information

Document Date 21 Aug 2006
Purchase Order No. 4500280719
Purchase Order Date
Incoterms FOB Shippoint; Frt. PPD/Dlvd
Payment Terms 30 days from invoice date
Freight Terms Freight Included in the Price

21 Aug 2006 15:05:50

Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10004572 SOLEC 3F-UB-TN PREMIUM Standard Soy Lecithin Fluid 204.12KG DRUM Cust. Material No.: 9-65910-000	08/31/2006	12 DR	2,449.440 KG	2,655 KG	1.1164 /KG	2,734.55
						Total Amount USD	2,734.55

Created By: Cindy A. Wright

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC

P.O. Box 88940

St. Louis, Missouri 63188

(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC

1034 Danforth Drive

St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

Confirmation Report - Memory Send

Time : Aug-21-2006 04:01pm
 Tel line : 3146595730
 Name : PTI/DUPONT SALES

Job number : 670
 Date : Aug-21 03:55pm
 To : 919024697169
 Document pages : 002
 Start time : Aug-21 03:59pm
 End time : Aug-21 04:01pm
 Pages sent : 002
 Status : OK

Job number : 670

***** SEND SUCCESSFUL ******The Solae Company**Alan
Kim***Order Confirmation 243072**

Shipping Address
 HERSHEY MARITIME WAREHOUSE
 26 TOPPLE
 DARTMOUTH NS B3B 1L6
 CANADA

Bill-to Party Address
 HERSHEY MOIRS PLT - DARTMOUTH
 575 PLEASANT ST
 DARTMOUTH NS B2Y 4N4
 CANADA

Information
 Document Date : 21 Aug 2006
 Purchase Order No. : 4500280719
 Purchase Order Date :
 Invoicing :
 FOB Shippoint: Pt. PPD/DIVD
 Payment Terms : 30 days from invoice date
 Freight Terms : Freight included in the Price
 21 Aug 2006 15:05:50 Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10004572 SOLEC SP-UB-TN PREMIUM Standard Soy Lecithin Fluid 204.12KG DRUM Cust. Material No.: 9-65910-000 Please fax order confirmation to Kim Fleet at 902-469-7169.	08/31/2006	12 DR	2,449.440 KG	2,886 KG	1.1164 /KG	2,734.65

Created By: Cindy A. Wright

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment.

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3466.

Solae, LLC

P.O. Box 8940

St. Louis, Missouri 63168

(314) 982-1989 Tel (800) 325-7108 Toll Free

Solae, LLC

1034 Banforth Drive

St. Louis, Missouri 63102

Exhibit 3

✓ The Solae[®] Company.

*Att'n:
Kim*

(10/16)

39

**Order Confirmation
247725**

Shipping Address

HERSHEY MARITIME WAREHOUSE
26 TOPPLE
DARTMOUTH NS B3B 1L6
CANADA

Bill-to Party Address

HERSHEY MOIRS PLT - DARTMOUTH
375 PLEASANT ST
DARTMOUTH NS B2Y 4N4
CANADA

Information

Document Date	21 Sep 2006
Purchase Order No.	4500301679
Purchase Order Date	
Incoterms	FOB Shippoint; Frt. PPD/Dlvrd
Payment Terms	30 days from invoice date
Freight Terms	Freight Included in the Price

26 Sep 2006 01:08:24

Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10004572 SOLEC 3F-UB-TN PREMIUM Standard Soy Lecithin Fluid 204.12KG DRUM Cust. Material No.: 9-65910-000	10/19/2006	12 DR	2,449.440 KG	2,655 KG	1.1164 /KG	2,734.55
						Total Amount USD	2,734.55
	Please fax order confirmation to Kim Fleet at 902-469-7169.						

Created By: Cindy A. Wright

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.

2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.

3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.

4. **BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.**

5. **NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.

7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.

8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.

10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.

11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.

12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.

13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.

14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.

15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.

16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.

17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.

18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

Confirmation Report - Memory Send

41
 Time : Sep-26-2006 10:39am
 Tel line : 3146595730
 Name : PTI/DUPONT SALES

Job number : 418
 Date : Sep-26 10:31am
 To : 919024697169
 Document pages : 002
 Start time : Sep-26 10:38am
 End time : Sep-26 10:39am
 Pages sent : 002
 Status : OK

Job number : 418 *** SEND SUCCESSFUL ***

The Solae Company.

*Attn:
Kim*

Order Confirmation 247725

Shipping Address
 HERSHEY MARITIME WAREHOUSE
 26 TOPPLE
 DARTMOUTH NS B3B 1L6
 CANADA

BILL-to Party Address
 HERSHEY MOIRES PLT - DARTMOUTH
 375 PLEASANT ST
 DARTMOUTH NS B3Y 4N4
 CANADA

Information
 Document Date : 21 Sep 2006
 Purchase Order No. : 4500301679
 Purchase Order Date :
 Incoterms : FOB Shippoint; Frt. PPD/DIVD
 Payment Terms : 30 days from Invoice date
 Freight Terms : Freight Included in the Price
 26 Sep 2006 01:08:24
 Page 2 of 2

Sales Order Details							
Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10004572 SOLEC 8F-UB-TN PREMIUM Standard Soy Lecithin Fluid 204.12KG DRUM Cust. Material No.: 9-85910-000	10/18/2006	12 DR	2,449.440 KG	2,655 KG	1.1184 /KG	2,734.65

Please fax order confirmation to Kim Fleet at 902-469-7169.

Created By: Cindy A. Wright
Shipping Plant: VX68 Decatur Plant
 Price shall be the price in effect on the date of shipment.
 Prices reflected in the order confirmation are subject to change.
 Please see Attachment 1 - Conditions of Sale on reverse side.
 If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.
 Solae, LLC
 P.O. Box 88940
 St. Louis, Missouri 63188
 (314) 952-1983 Tel (800) 325-7108 Toll Free

Exhibit 4

The Solae®
Company.

R.M. Melvin

10/28

43

Order
Confirmation
195507

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Sold to Party Address

HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038

Information

Document Date 20 Sep 2005
Purchase Order No. 4500144824
Purchase Order Date
Incoterms FOB Shippoint, Frt. PPD/Add
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002463 CENTROPHASE® CS 38# PAIL (6050) Soy Lecithin	11/01/2005	2 PL	34 KG 76 LB	38 KG	2.5520/ KG 1.1576/ LB	87.97
	Please fax order confirmation to Melvin Powers at 901-775-5627				Total Amount	USD	87.97

Created By: Cindy A. Wright

Shipping Plant: VX07 Gibson City Plant

Price shall be the price in effect on the date of shipment

Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

The Solae
Company.

ADM Melvin

Order
Confirmation
195507

64

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Sold-to Party Address

HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038

Information

Document Date 20 Sep 2005
Purchase Order No. 4500144824
Purchase Order Date
Incoterms FOB Shippoint, Frt. PPD/Add
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002463 CENTROPHASE® CS 38# PAIL (6050) Soy Lecithin	11/01/2005	2 PL	34 KG 76 LB	38 KG	2.5520/ KG 1.1570/ LB	87.97

Please fax order confirmation to Melvin Powers at 901-775-5627

Created By: Cindy A. Wright
Shipping Plant: VX07 Gibson City Plant
Price shall be the price in effect on the date of shipment
Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 38940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 925-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

REASON FOR ERROR _____
E-1) NO ANSWER OR LINE FAIL
E-2) BUSY NO FAXSIMILE CONNECTION

4293 MEMORY TX
FILE MODE OPT10N ADDRESS RESULT PAGE
TRANSMITTED/STORED SEP. 20. 2005 10:03AM
TTI SOLAE LLC-CS
* * * COMMUNICATION RESULT REPORT (SEP. 20. 2005 10:05AM) * * *
P. 1

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. **BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.**
5. **NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

Lecithin

Announcing



*The Solae Company
is proud to announce the implementation of a new brand
name for our
Standard and Value-Added Soy Lecithin Products:*

— SOLEC™ Brand Soy Lecithin —

Beginning October 1, 2005, transitioning through December 31, 2005, The Solae Company will be phasing in this brand name change, to allow you adequate time to change your internal processes and references.

For your reference, below is the current Material number and product name reference:

Material #: Product Name: Packaging Size:

10002463 Centrophase CS 38# pail

Beginning October 1, 2005, please begin using the following references when ordering:

Material #: Product Name: Packaging Size:

10002463 Solec CS 38# pail

Signed:

Cindy Wright

Customer Sales Representative
Name: Cindy Wright
Contact number: 800-634-0018

**The Solae[®]
Company™**

The Solae Company Logo, Solae® and SOLEC™ are trademarks or registered trademarks of Solae, LLC© 2005, Solae, LLC. All rights reserved.

Lecithin

Announcing



*The Solae Company
is proud to announce the implementation of a new brand
name for our
Standard and Value-Added Soy Lecithin Products:*

— SOLEC™ Brand Soy Lecithin —

Beginning October 1, 2005, transitioning through December 31, 2005, we will be phasing in this brand name change, to allow you adequate time to change your internal processes and references.

This change is being implemented as a first step to several Continuous Improvement Projects for our Soy Lecithin offerings to the food industry.

In addition to solidifying the product line under one brand image, throughout 2006, The Solae Company will be working to upgrade the product and application support information, packaging designs, and announcing new offerings for value-added functionality.

No other aspect of the product is changing. Product Material Numbers, packaging, customer ordering process, etc., will remain the same.

If you have questions or need further information, please contact your sales representative, customer service or Marketing in St. Louis at 314.982.3929.

*The Solae
Company™*

The Solae Company Logo, Solae® and SOLEC™ are trademarks or registered trademarks of Solae, LLC© 2005, Solae, LLC. All rights reserved.

Exhibit 5

✓ The Solae®
Company.

Attn:
Melvin

10/5

49

Order
Confirmation
245762

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Bill-to Party Address

HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038
USA

Information

Document Date	08 Sep 2006
Purchase Order No.	4500293694-A
Purchase Order Date	
Incoterms	FOB Shippoint, Frt. PPD/Add
Payment Terms	30 days from invoice date
Freight Terms	Freight Not Included in the Price
09 Sep 2006 01:03:48	Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002558 SOLEC 1P-UB Standard Soy Lecithin Fluid 204.12 KG DRUM Cust. Material No.: 184070100	10/09/2006	4 DR	816.480 KG 1,800 LB	885 KG	0.9500 /KG 0.4309 /LB	775.66

Please fax order confirmation to Melvin Powers at 901-775-5627

Created By: Cindy A. Wright

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. n Any claims of Buyer may be settled by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. **BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.**
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrears and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

Confirmation Report - Memory Send

Time : Sep-11-2006 12:05pm
Tel line : 3146595730
Name : PTI/DUPONT SALES

Job number	:	208
Date	:	Sep-11 11:59am
To	:	919017755627
Document pages	:	002
Start time	:	Sep-11 12:02pm
End time	:	Sep-11 12:04pm
Pages sent	:	002
Status	:	OK
Job number	:	208

*** SEND SUCCESSFUL ***

*The Solae[®]
Company.*

Alt'n: Melvin

**Order
Confirmation
245762**

Shipping Address:
HERSHEY CHOCOLATE USA
875 KANSAS ST
MEMPHIS TN 38106

Bill-to Party Address
HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038

Information

Document Date
Purchase Order No.
Purchase Order Date
Incoterms

Payment Terms
Freight Terms

09 Sep 2006 01:03:48

08 Sep 2006
4500293694-A

Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002558 SOLEC 1P-DB Standard Soy Lecithin Fluid 204.12 KG DRUM Cust. Material No.: 184070100	10/09/2006	4 DR	816.480 KG 1,800 LB	865 KG	0.9800 /KG 0.4309 /LB	776.80
	Please fax order confirmation to Melvin Powers at 901-775-5827				Total Amount	USD	776.80

Created By: Cindy A. Wright

Shipping Plant: VX69 Decatur Plant
a shall be the price in effect on the date

Price shall be the price in effect on the date of shipment.
Prices reflected in the order confirmation are subject to change.

Prices reflected in the order confirmation are subject to change. Please see Attachment 1 - Conditions of Sale on reverse side.

Please see Attachment 1 - Conditions of Sale on reverse side. If you have any questions regarding this invoice please contact

If you have any questions regarding this invoice please contact Boles, LLC.

If you have any questions regarding this invoice please contact Financial Services
P.O. Box 15940
St. Louis, Missouri 63188
(314) 852-1383 Tel (800) 826-7108 Toll Free

1024 Dartmouth Drive
St. Louis, Missouri 63102

Exhibit 6

The Solae
Company

Add: Melvin

Order
Confirmation
245773

11/7

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Information

Document Date 08 Sep 2006
 Purchase Order No. 4500293694-B
 Purchase Order Date
 Incoterms FOB Shippoint, Frt. PPD/Add
 Payment Terms 30 days from invoice date
 Freight Terms Freight Not Included in the
 Price
 09 Sep 2006 01:03:51

Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002558 SOLEC 1P-UB Standard Soy Lecithin Fluid 204.12 KG DRUM Cust. Material No.: 184070100 Please fax order confirmation to Melvin Powers at 901-775-5627	11/09/2006	4 DR	816.480 KG 1,800 LB	885 KG	0.9500 /KG 0.4309 /LB	775.66

Created By: Cindy A. Wright**Shipping Plant: VX69 Decatur Plant**

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

Confirmation Report - Memory Send

Time : Sep-11-2006 12:06pm
 Tel line : 3146595730
 Name : PTI/DUPONT SALES

Job number : 209
 Date : Sep-11 12:00pm
 To : 919017755627
 Document pages : 002
 Start time : Sep-11 12:03pm
 End time : Sep-11 12:05pm
 Pages sent : 002
 Status : OK

Job number : 209

*** SEND SUCCESSFUL ***

The Solae Company.

Addn: Melvin

Order
Confirmation
245773

Shipping Address: HERSHEY CHOCOLATE USA 978 KANSAS ST MEMPHIS TN 38108
Bill-to Party Address: HERSHEY CHOCOLATE USA PO Box 2038 MEMPHIS TN 38101-2038 USA

Information
Document Date : 08 Sep 2006
Purchase Order No. : 4500293694-B
Purchase Order Date : 08 Sep 2006 01:03:51
Incoterms : FOB Shippoint, Frt. PPD/Add
Payment Terms : 30 days from Invoice date
Freight Terms : Freight Not Included in the Price
Page 2 of 2

Sales Order Details							
Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002558 SOLEC 1P-US Standard Soy Lecithin Fluid 204.12 KG DRUM Cust. Material No.: 184070100 Please fax order confirmation to Melvin Powers at 901-775-5627	11/09/2006	4 DR	816.400 KG 1,800 LB	885 KG	0.9000 /KG 0.4900 /LB	776.00 776.00

Created By: Cindy A. Wright
 Shipping Plant: VXA Decatur Plant
 Price shall be the price in effect on the date of shipment
 Prices reflected in the order confirmation are subject to change.
 Please see Attachment 1 - Conditions of Sale on reverse side.
 If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3466.
 Solae, LLC
 P.O. Box 55440
 St. Louis, Missouri 63108
 (314) 982-1982 Tel (800) 325-7108 Toll Free

Exhibit 7

*The Solae[®]
Company.*

57
10/31

Order
Confirmation
194937

Shipping Address

HERSHEY CANADA SMITH FALLS PLT
1 HERSHEY DRIVE
SMITH FALLS ON K7A 4T8
CANADA

Shipping Plant Address

HERSHEY CANADA SMITH FALLS PLT
1 HERSHEY DRIVE
SMITH FALLS ON K7A 4T8
CANADA

Information

Document Date	15 Sep 2005
Purchase Order No.	4500143401
Purchase Order Date	
Incoterms	FOB Shippoint; Frt. PPD/DInv
Payment Terms	30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10005325 CENTROL® 3F-UB-IP ONE METRIC TON Soy Lecithin Cust. Material No.: 1-00768-000	11/04/2005 ST CAGE	18 IBC	18,000 KG	19,242 KG	2.7700/ KG	49,860.00
						Total Amount USD	49,860.00

Please fax order confirmation James Kuehl at (613) 283-4844.

Created By: Laura Titus

Shipping Plant: VX07 Gibson City Plant

Price shall be the price in effect on the date of shipment

Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

* * * COMMUNICATION RESULT REPORT (SEP. 19. 2005 4:47PM) * * *

TTI SOLAE LLC-CS

TRANSMITTED/STORED SEP. 19. 2005 4:46PM	FILE MODE	OPTION	ADDRESS	RESULT	PAGE
4245 MEMORY TX			9-16132834844	OK	4/4

REASON FOR ERROR
E-3) NO ANSWER OR LINE FAIL

E-2) BUSY FACSIMILE CONNECTION

*The Solae Company.*Order
Confirmation
194937**Shipping Address**

HERSHEY CANADA SMITH FALLS PLT
1 HERSHY DRIVE
SMITH FALLS ON K7A 4T8
CANADA

Sold-to Party Address

HERSHEY CANADA SMITH FALLS PLT
1 HERSHY DRIVE
SMITH FALLS ON K7A 4T8
CANADA

Information

Document Date	15 Sep 2005
Purchase Order No.	4500143401
Purchase Order Date	
Incoterms	FOB Shippoint; Frt. PPD/Dlv
Payment Terms	30 days from Invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10005325 CENTROL® 3F-UB-IP ONE METRIC TON ST CAGE Soy Lecithin. Cust. Material No.: 1-0076B-000	11/04/2005	18 IBC	18,000 KG	19,242 KG	2,7700 / KG	49,860.00
	Please fax order confirmation James Kuehl at (613) 283-4844.					Total Amount USD	49,860.00

Created By: Laura Titus

Shipping Plant: VX07 Gibson City Plant

Price shall be the price in effect on the date of shipment
Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 952-1988 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

To: Hershey.

60

Announcing



**The Solae Company
is proud to announce the implementation of a new brand
name for our
Standard and Value-Added Soy Lecithin Products:**

— SOLEC™ Brand Soy Lecithin —

Beginning October 1, 2005, transitioning through December 31, 2005, The Solae Company will be phasing in this brand name change, to allow you adequate time to change your internal processes and references.

For your reference, below is the current Material number and product name reference:

Material #:	Product Name:	Packaging Size:
<u>10005325</u>	<u>Central 3F U B IP</u>	<u>1 MT</u>

Beginning October 1, 2005, please begin using the following references when ordering:

Material #:	Product Name:	Packaging Size:
_____	_____	_____

Signed:

Laura Titus
(Local sales / cust service rep
Name: _____
Contact Number: _____)

**The Solae
Company™**

194936 61
194937

Lecithin

Announcing



*The Solae Company
is proud to announce the implementation of a new brand
name for our
Standard and Value-Added Soy Lecithin Products:*

— SOLEC™ Brand Soy Lecithin —

Beginning October 1, 2005, transitioning through December 31, 2005, we will be phasing in this brand name change, to allow you adequate time to change your internal processes and references.

This change is being implemented as a first step to several Continuous Improvement Projects for our Soy Lecithin offerings to the food industry.

In addition to solidifying the product line under one brand image, throughout 2006, The Solae Company will be working to upgrade the product and application support information, packaging designs, and announcing new offerings for value-added functionality.

No other aspect of the product is changing. Product Material Numbers, packaging, customer ordering process, etc., will remain the same.

If you have questions or need further information, please contact your sales representative, customer service or Marketing in St. Louis at 314.982.3929.

*The Solae
Company*

The Solae Company Logo, Solae® and SOLEC™ are trademarks or registered trademarks of Solae, LLC. © 2005, Solae, LLC. All rights reserved.

Exhibit 8

The Solae
Company

A. H. James

7/17

Order
Confirmation
227690

63

Shipping Address

HERSHEY CANADA, INC.
C/O WILLS WAREHOUSE
HWY 15 SOUTH
SMITH FALLS ON K7A 4T6
CANADA

Bill to Party Address

HERSHEY CANADA SMITH FALLS PLT
1 HERSHY DRIVE
SMITH FALLS ON K7A 4T8
CANADA

Information

Document Date 02 May 2006
 Purchase Order No. 4500233191
 Purchase Order Date
 Incoterms FOB Shippoint; Frt. PPD/Dlvrd
 Payment Terms 30 days from invoice date
 Freight Terms Freight Included in the Price

02 May 2006 10:57:25

Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10005325 SOLEC 3F-UB-IP Standard Soy Lecithin Fluid 1,000 KG ST CAGE Cust. Material No.: 1-00768-000	07/21/2006	18 IBC	18,000.000 KG	19,242 KG	2.770 /KG	49,861.80
	Please fax order confirmation James Kuehl at (613) 283-4844.				Total Amount	USD	49,861.80

Created By: Laura Titus**Shipping Plant: VX07 Gibson City Plant**

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. **BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.**
5. **NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

*The Solae Company**Arthur James*Order
Confirmation
227690

65

Shipping Address

HERSHEY CANADA, INC.
C/O WILLS WAREHOUSE
HWY 15 SOUTH
SMITH FALLS ON K7A 4T6
CANADA

Bill-to Party Address

HERSHEY CANADA SMITH FALLS PLT
1 HERSHEY DRIVE
SMITH FALLS ON K7A 4T6
CANADA

Information

Document Date 02 May 2006
Purchase Order No. 4500233181
Purchase Order Date
Incoterms FOB Shippoint; Frt. PPD/DIVd
Payment Terms 30 days from invoice date
Freight Terms Freight Included in the Price
02 May 2006 10:57:25 Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10005325 SOLEC 3F-UB-IP Standard Soy Lecithin Fluid 1,000 KG ST CAGE Cust. Material No.: 1-00768-000	07/21/2006	18 IBC	18,000.000 KG	18,242 KG	2.770 /KG	49,881.80

Please fax order confirmation James Kuehl at (613) 283-4844.

Created By: Laura Titus
Shipping Plant: VX07 Gibson City Plant

Price shall be the price in effect on the date of shipment
Prices reflected in the order confirmation are subject to change.
Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice, please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 862-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

REASON FOR ERROR E-1) NO ANSWER OR LINE FAIL
E-2) BUSY FAXSIMILE CONNECTION

1863 MEMORY TX
916132834844
OK 2/2
FILE MODE
TRANSMITTED/STORED MAY 2, 2006 10:59AM
RESULT ADDRESS OPTION PAGE
TII SOLAE LLC-CS

* * * COMMUNICATION RESULT REPORT (MAY, 2, 2006 11:00AM) * * *

Exhibit 9

67

John:
Kim

**The Solae
Company.**

**Order
Confirmation
218771**

Shipping Address

HERSHEY MARITIME WAREHOUSE
26 TOPPLE
DARTMOUTH NS B3B 1L6
CANADA

Sold-to Party Address

HERSHEY CANADA INC
375 PLEASANT STREET
DARTMOUTH NS B2Y 4N4
CANADA

Information

Document Date 24 Feb 2006
Purchase Order No. 4500206614
Purchase Order Date
Incoterms FOB Shippoint; Frt. PPD/DIvd
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10004572 SOLEC 3F-UB-TN PREMIUM Standard Soy Lecithin Fluid 204.12KG DRUM Cust. Material No.: 9-65910-000	03/22/2006	12 DR	2,449 KG	2,655 KG	TBA	
Please fax order confirmation to Kim Fleet at 902-469-7169. <p><i>Kim - I am waiting on pricing to be updated + will re-fax once I receive Thanks! Laura</i></p>							

Created By: Laura Titus

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Please see Attachment 1 - Conditions of Sale on reverse side.

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. **BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.**
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.
9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

69

The Solae
Company.Affn:
KIMOrder
Confirmation
218771

Shipping Address

HERSHEY MARITIME WAREHOUSE
26 TOPPLE
DARTMOUTH NS B3B 1L6
CANADA

Sold-to Party Address

HERSHEY CANADA INC
378 PLEASANT STREET
DARTMOUTH NS B2Y 4N4
CANADA

Information

Document Date 24 Feb 2006
Purchase Order No. 4500206614
Purchase Order Date
Incoterms FOB Shippoint; Frt. PPD/Divd
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10004572 SOLEC 3F-UB-TN PREMIUM Standard Soy Lecithin Fluid 204.12KG DRUM Cust. Material No.: 9-65910-000	03/22/2006	12 DR	2,449 KG	2,656 KG	TBA	
Please fax order confirmation to Kim Fleet at 902-469-7169. Kim - I am waiting on pricing to be updated + will re-fax once I receive. Thanks! Laura							

Created By: Laura Titus

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

REASON FOR ERROR E-1) HANG UP OR LINE FAIL
E-2) BUSY FAXIMILE CONNECTION
E-3) NO ANSWER

7361 MEMORY TX
919024697169
OK
2/2

FILE MODE STORED FEB. 28, 2006 11:35AM
TRANSMITTED/STORED FEB. 28, 2006 11:41AM
ADDRESS RESULT PAGE
TII SOLAE LLC-CS
***** COMMUNICATION RESULT REPORT (FEB. 28, 2006 11:41AM) *****

Exhibit 10

*The Solae[®]
Company.*

Athen Caughron

71
Order
Confirmation
164927

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Sold To Party Address

HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038

Information

Document Date	14 Mar 2005
Purchase Order No.	4500067090
Purchase Order Date	
Incoterms	FOB Shippoint, Frt. PPD/Add
Payment Terms	30 days from Invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002561 CENTROL® 2F-UB 450# DR (6625) Soy Lecithin Cust. Material No.: 184070700	03/21/2005 <i>3/16/05</i>	4 DR	816 KG 1,800 LB	885 KG	0.5250/ KG 0.2381/ LB	428.65
	Please fax order confirmation to Kathy Caughron at 901-775-5627				Total Amount	USD	<i>428.65</i>

*SHIPPED 3/5
CCX 811426545*

Created By: Laura Titus

Shipping Plant: VX07 Gibson City Plant

Reminder - Solae is now using kilograms as its base unit of measure. Here are the conversion factors you will need to use:
1 KG = 2.2046 LB 1 LB = 0.4536 KG Please see Attachment 1 - Conditions of Sale on reverse side.

ATTACHMENT 1 - CONDITIONS OF SALE

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6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
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9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
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11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
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18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

*The Solae Company**Astrid J. Caughran*Order
Confirmation
164927

73

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Sold-to Party Address

HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038

Information

Document Date 14 Mar 2005
Purchase Order No. 4500067090
Purchase Order Date
Incoterms FOB Shippoint, Frt. PPD/Add
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002561 CENTROLO® 2F-UB 450# DR (6625) Soy Lecithin Cust. Material No.: 184070700	03/01/2005 <i>3/16/05</i>	4 DR	818 KG 1,800 LB	885 KG	0.5250/ KG 0.2381/ LB	428.55
	 Please fax order confirmation to Kathy Caughran at 901-775-5627				Total Amount	USD	428.55

*SHIPPED 3/15
CCX 811426545*

Created By: Laura Titus

Shipping Plant: VX07 Gibson City Plant

Reminder - Solae is now using kilograms as its base unit of measure. Here are the conversion factors you will need to use:
1 KG = 2.2046 LB 1 LB = 0.4536 KG Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

REASON FOR ERROR E-1: NO ANSWER OR LINE FAIL E-2: BUSY FAX/TEL CONNECTION E-3: NO FAX/TEL CONNECTION

7762 MEMORY TX
919017755627
OK
2/2

FILE MODE
OPTION
ADDRESS
RESULT
PAGE
TRANSMITTED/STORED MAR. 16, 2005 12:18PM
TII SOLAE LLC-CS
* * * COMMUNICATION RESULT REPORT (MAR. 16, 2005 12:21PM) * * *
P. 1

Exhibit 11

*The Solae[®]
Company*

9/16

Order
Confirmation
187197

75

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Sold To Party Address

HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038

Information

Document Date	22 Jul 2005
Purchase Order No.	4500118796 (2)
Purchase Order Date	
Incoterms	FOB Shippoint, Ft. PPD/Add
Payment Terms	30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002558 CENTROL® 1P-UB 450# DR (6602) Soy Lecithin Cust. Material No.: 184070100	09/19/2005	4 DR	816 KG 1,800 LB	885 KG	0.9259/ KG 0.4200/ LB	755.98
	Please fax order confirmation to Melvin Powers at 901-775-5627				Total Amount	USD	755.98

Created By: Laura Titus

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.

2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.

3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.

4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.

5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.

7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.

8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.

10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.

11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.

12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.

13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.

14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.

15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.

16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.

17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.

18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

Company.

Confirmation
187197

Shipping Address
HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Sold-to Party Address
HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038

Information
Document Date 22 Jul 2005
Purchase Order No. 4500118798 (2)
Purchase Order Date
Incoterms FOB Shippoint, Frt. FPD/Add
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	1000255B CENTROL® 1P-LB 450# DR (6602) Soy Lecithin Cust. Material No.: 184070100	08/18/2005	4 DR	616 KG 1,300 LB	885 KG	0.9259/ KG 0.4200/ LB	755.98
Please fax order confirmation to Melvin Powers at 901-775-5627							

Created By: Laura Titus

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment
Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

Reason for Error: No Answer or Line Fail Busy No Facsimile Connection

9743 MEMORY TX
919017755627
OK
2/2
FILE MODE STORED JUL 27, 2005 3:41PM
TRANSMITTED/STORED JUL 27, 2005 3:41PM
ADDRESS RESULT PAGE
TII SOLAE LLC-CS
***** COMMUNICATION RESULT REPORT (JUL 27, 2005 3:43PM) *****

Exhibit 12

*The Solae Company**Alvin Melvin*

1/17

79

**Order
Confirmation
208566**
Shipping Address:

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Sold-to Party Address:

HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038

Information:

Document Date 13 Dec 2005
Purchase Order No. 4500178678
Purchase Order Date
Incoterms FOB Shippoint, Frt. PPD/Add
Payment Terms 30 days from invoice date

Page 1

Sales Order Details:

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002558 SOLEC 1P-UB Standard Soy Lecithin Fluid 204.12 KG DRUM Cust. Material No.: 184070100 Please fax order confirmation to Melvin Powers at 901-775-5627	01/18/2006	4 DR	816 KG 1,800 LB	885 KG	0.0000 0.0000/ LB	

Created By: Laura Titus**Shipping Plant: VX69 Decatur Plant**

Price shall be the price in effect on the date of shipment

Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.

2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.

3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by Seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.

4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.

5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.

7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.

8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.

10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.

11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.

12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.

13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.

14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.

15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.

16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.

17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.

18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

*The Solae Company.**Attn: Melvin*Order
Confirmation
208566

81

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Sold-to Party Address

HERSHEY CHOCOLATE USA
PO Box 2098
MEMPHIS TN 38101-2098

Information

Document Date 13 Dec 2005
Purchase Order No. 4500178678
Purchase Order Date
Incoterms FOB Shippoint, Frt. PPD/Add
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002568 SOLEC 1P-UB Standard Soy Lecithin Fluid 204.12 KG DRUM Cust. Material No.: 184070100	01/18/2006	4 DR	816 KG 1,800 LB	885 KG	0.0000 0.0000 / LB	

Please fax order confirmation to Melvin Powers at 901-775-5627

Created By: Laura Titus
Shipping Plant: VX69 Decatur Plant
Price shall be the price in effect on the date of shipment
Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 682-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Banforth Drive
St. Louis, Missouri 63102

REASON FOR ERROR E-1) NO ANSWER OR LINE FAIL E-2) BUSY E-3) NO FAXIMILE CONNECTION

1674 MEMORY TX 919017755627 2/2
FILE MODE FILED 14.2005 5:22PM
TRANSMITTED/STORED DEC. 14. 2005 5:30PM
RESULT ADDRESS PAGE
TTI SOLAE 110-CS
* * * COMMUNICATION RESULT REPORT (DEC. 14. 2005 5:30PM) * * *

Exhibit 13

Alvin Bill

12/1

83

The Solae Company.

**Order Confirmation
202263**

Shipping Address

HERSHEY CHOCOLATE CO
19 E CHOCOLATE AVE
HERSHEY PA 17033

Sold-to Party Address

HERSHEY CHOCOLATE CO
PO Box 806
HERSHEY PA 17033-0816

Information

Document Date 01 Nov 2005
Purchase Order No. 4500163268
Purchase Order Date
Incoterms FOB Shippoint; Frt. PPD/Dlvrd
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Conf. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002585 SOLEC 3F-UB-TN Standard Soy Lecithin Fluid BULK Cust. Material No.: 9-65900-000	12/08/2005	21,773 KG 48,001 LB	21,773 KG 48,001 LB	0.4872/ KG 0.2210/ LB	10,607.81	
Please fax order confirmation to Bill Ehrhorn at 717-508-3188.							

Created By: Laura Titus

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

84

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.
9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
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18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

The Solae
Company.

Attn: Bill

Order
Confirmation
202263

85

Shipping Address

HERSHEY CHOCOLATE CO
19 E CHOCOLATE AVE
HERSHEY PA 17033

Sold-to Party Address

HERSHEY CHOCOLATE CO
PO Box 806
HERSHEY PA 17033-0816

Information

Document Date 01 Nov 2005
Purchase Order No. 4500163268
Purchase Order Date
Inoterms FOB Shippoint; Fr. PPD/Divd
Payment Terms 30 days from invoice date

Page 1

Sales Order Details

Item	Material Description	Cont. Del. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002585 SOLEC 3F-UB-TN Standard Soy Lecithin Fluid BULK Cust. Material No.: 9-65900-000	12/08/2005	21,773 KG	21,773 KG 48,001 LB	21,773 KG	0.4672/ KG 0.2210/ LB	10,007.81

Please fax order confirmation to Bill Ehrhorn at 717-508-3188.

Created By: Laura Titus
Shipping Plant: VX69 Decatur Plant
Price shall be the price in effect on the date of shipment
Please see Attachment 1 - Conditions of Sale on reverse side.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7106 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

REASON FOR ERROR OR LINE FAIL E-3) NO ANSWER OR LINE FAIL E-4) BUSY FAXIMILE CONNECTION

8319 MEMORY TX
FILE MODE
TRANSMITTED/STORED NOV. 2, 2005 3:59PM
OPTION
ADDRESS
RESULT
PAGE
OK
2/2
TTI SOLAE 110-CS
TTI COMMUNICATION RESULT REPORT (NOV. 2, 2005 4:12PM) * * *

Exhibit 14

Patricia James
The Solae Company.

Skip 11/13

87
**Order Confirmation
251428**

Shipping Address

HERSHEY CANADA, INC.
 C/O WILLS WAREHOUSE
 HWY 15 SOUTH
 SMITH FALLS ON K7A 4T6
 CANADA

Bill-to Party Address

HERSHEY CANADA SMITH FALLS PLT
 1 HERSCHEY DRIVE
 SMITH FALLS ON K7A 4T8
 CANADA

Information

Document Date 18 Oct 2006
 Purchase Order No. 4500314153
 Purchase Order Date
 Incoterms FOB Shippoint; Frt. PPD/Dlvrd
 Payment Terms 30 days from invoice date
 Freight Terms Freight Included in the Price

18 Oct 2006 09:14:44

Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10005325 SOLEC 3F-UB-IP Standard Soy Lecithin Fluid 1,000 KG ST CAGE Cust. Material No.: 1-00768-000	11/14/2006 <i>11/13/06</i>	18 IBC	18,000.000 KG	19,242 KG	2.7701 /KG	49,861.80
						Total Amount USD	49,861.80

** Will deliver 11/13/06*

Created By: Linda A. Collins

Shipping Plant: VX07 Gibson City Plant

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC

P.O. Box 88940

St. Louis, Missouri 63188

(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC

1034 Danforth Drive

St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

89

Confirmation Report - Memory Send

Time : Oct-19-2006 09:04am
 Tel line : 3146595730
 Name : PTI/DUPONT SALES

Job number : 419
 Date : Oct-19 09:03am
 To : 916132837625
 Document pages : 002
 Start time : Oct-19 09:03am
 End time : Oct-19 09:04am
 Pages sent : 002
 Status : OK

Job number : 419 *** SEND SUCCESSFUL ***

The Solae Company

James

Order
Confirmation
251428

Shipping Address:

HERSHEY CANADA, INC.
C/O WILLS WAREHOUSE
HWY 16 SOUTH
SMITH FALLS ON K7A 4T8
CANADA

Bill-to Party Address:

HERSHEY CANADA SMITH FALLS PLT
1 HERSHEY DRIVE
SMITH FALLS ON K7A 4T8
CANADA

Information

Document Date	18 Oct 2006
Purchase Order No.	4500314153
Purchase Order Date	
Invoicerms	
Payment Terms	30 days from invoice date
Freight Terms	Freight Included in the Price

18 Oct 2006 09:14:44

Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10006325 SOLEC SF-LB-IP Standard Soy Lecithin Fluid 1,000 KG ST CAGE Cust. Material No.: 1-00708-000	11/14/2006	15 ISO	18,000.000 KG	18,242 KG	2.7701 /KG	49,861.00

Please fax order confirmation James Kush at (613) 283-7625.

Created By: Linda A. Collins Shipping Plant: VX07 Gibson City Plant Price shall be the price in effect on the date of shipment Prices reflected in the order confirmation are subject to change. Please see Attachment 1 - Conditions of Sale on reverse side. If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 8468. Sodas, Inc. P.O. Box 88940 St. Louis, Missouri 63188 (314) 983-1988 Tel (800) 325-7108 Toll Free	
Customer	1000 Diamond Drive St. Louis, Missouri 63102

Exhibit 15

Autn. by Kim

12/17

91

The Solae Company.

**Order
Confirmation
258372**

Shipping Address

HERSHEY MARITIME WAREHOUSE
26 TOPPLE
DARTMOUTH NS B3B 1L6
CANADA

Bill-to Party Address

HERSHEY MOIRS PLT - DARTMOUTH
375 PLEASANT ST
DARTMOUTH NS B2Y 4N4
CANADA

Information

Document Date 06 Dec 2006
Purchase Order No. 4500335563
Purchase Order Date
Incoterms FOB Shippoint; Frt. PPD/Dlvd
Payment Terms 30 days from invoice date
Freight Terms Freight Included in the Price

06 Dec 2006 13:40:29

Page 2 of 2

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10004572 SOLEC 3F-UB-TN PREMIUM Standard Soy Lecithin Fluid 204.12KG DRUM Cust. Material No.: 9-65910-000	12/15/2006	12 DR	2,449.440 KG	2,655 KG	1.1164 /KG	2,734.55

Please fax order confirmation to Kim Fleet at 902-469-7169.

Created By: Linda A. Collins

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
1034 Danforth Drive
St. Louis, Missouri 63102

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.

2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.

3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. n Any claims of Buyer may be settled by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.

4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.

5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.

7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"), including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.

8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.

10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.

11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.

12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.

13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and as Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.

14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.

15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.

16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.

17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.

18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

83

***** -COMM. JOURNAL- ***** DATE DEC-06-2006 ***** TIME 16:37 *****

MODE = MEMORY TRANSMISSION
 FILE NO. = 084
 STN NO. COMM. ABBR. NO. STATION NAME/TEL NO. PAGES DURATION
 001 OK 2 919024697169 002/002 00:00:35

-SOLAE

***** -SOLAE SOURCING - ***** 314 659 5732- *****

Auto. Klm
12/15/06
The Solae Company.

Order Confirmation
258372

Shipping Address
 HERSCHEY MARITIME WAREHOUSE
 26 TOPPLE
 DARTMOUTH NS B3B 1L8
 CANADA

Bill To: Party Address
 HERSCHEY MOIRS PLT - DARTMOUTH
 375 PLEASANT ST
 DARTMOUTH NS B2Y 4N4
 CANADA

Information
 Document Date 06 Dec 2006
 Purchase Order No. 4500335563
 Purchase Order Date
 Incoterms FOB Shippoint; Frt. PPD/Dlv'd
 Payment Terms 30 days from invoice date
 Freight Terms Freight Included in the Price
 06 Dec 2006 13:40:29 Page 2 of 2

Sales Order Details							
Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10004572 SOLEC 3F-UB-TN PREMIUM Standard Soy Lecithin Fluid 204.12KG DRUM, Cust. Material No.: 9-65910-000	12/15/2006	12 DR	2,449.440 KG	2,855 KG	1,1184/KG	2,734.66
						Total Amount USD	2,734.66

Created By: Linda A. Collins

Shipping Plant: VXE9 Decatur Plant

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC
 P.O. Box 88940
 St. Louis, Missouri 63108
 (314) 982-1983 Tel (800) 325-7108 Toll Free

Solae, LLC
 1034 Danforth Drive
 St. Louis, Missouri 63102

Exhibit 16

✓ The Solae®
Company.

ADM: Melvin
12/29/06

Order
Confirmation
254336

95

Shipping Address

HERSHEY CHOCOLATE USA
975 KANSAS ST
MEMPHIS TN 38106

Information

Document Date	07 Nov 2006
Purchase Order No.	4500324235
Purchase Order Date	
Incoterms	FOB Shippoint, Frt. PPD/Add
Payment Terms	30 days from invoice date
Freight Terms	Freight Not Included in the Price
08 Nov 2006 01:11:27	

Page 2 of 2

Bill-to Party Address

HERSHEY CHOCOLATE USA
PO Box 2038
MEMPHIS TN 38101-2038
USA

Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002558 SOLEC 1P-UB Standard Soy Lecithin Fluid 204.12 KG DRUM Cust. Material No.: 184070100	01/02/2007	8 DR	1,632.960 KG 3,600 LB	1,770 KG		*

Please fax order confirmation to Melvin Powers at 901-775-5627

* Pricing to be added.

Created By: Linda A. Collins

Shipping Plant: VX69 Decatur Plant

Price shall be the price in effect on the date of shipment

Prices reflected in the order confirmation are subject to change.

Please see Attachment 1 - Conditions of Sale on reverse side.

If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3468.

Solae, LLC
P.O. Box 88940
St. Louis, Missouri 63188
(314) 982-1983 Tel (800) 325-7108 Toll Free

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St. Louis, Missouri 63102

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3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Any claims of Buyer may be setoff by seller in any amounts due and payable to Seller. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected ("Force Majeure"). Including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.

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10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
13. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller.
14. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. This Agreement shall be binding upon the Parties, their successors and permitted assigns.
15. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
16. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
17. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflict of principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
18. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.

27

Confirmation Report - Memory Send

Time : Nov-08-2006 08:45am
 Tel line : 314-982-2107
 Name : PTI NUTRITIONAL SCIENCES

Job number : 314
 Date : Nov-08 08:42am
 To : 919017755627
 Document pages : 002
 Start time : Nov-08 08:43am
 End time : Nov-08 08:45am
 Pages sent : 002
 Status : OK

Job number : 314 *** SEND SUCCESSFUL ***

Attn: Melvin
the Solaë Company

Order
 Confirmation
 254336

Shipping Address
 HERSHEY CHOCOLATE USA
 975 KANSAS ST
 MEMPHIS TN 38105

Information
 Document Date : 07 Nov 2006
 Purchase Order No. : 4500924235
 Purchase Order Date :
 Incoterms : FOB Shippoint, Frt. PPD/Add

Bill-to Party Address
 HERSHEY CHOCOLATE USA
 PO Box 2050
 MEMPHIS TN 38101-2050
 USA

Payment Terms : 30 days from Invoice date
 Freight Terms : Freight Not Included in the Price
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Sales Order Details

Item	Material Description	Conf. Date	Quantity	Net Weight	Gross Weight	Unit Price	Amount
0010	10002556 SOLEO 1P-UB Standard Soy Lecithin Fluid 204.12 KG DRUM Cust. Material No.: 184070100	01/08/2007	8 DR	1,692.000 KG 3,800 LB	1,770 KG		

Please fax order confirmation to Melvin Powers at 801-775-5827

** Pricing to be added.*

Created By: Linda A. Collins
 Shipping Plant: VX68 Decatur Plant
 Price shall be the price in effect on the date of shipment.
 Prices reflected in the order confirmation are subject to change.
 Please see Attachment 1 Conditions of Sale on reverse side.
 If you have any questions regarding this invoice please contact Financial Services at 1-800-325-7108 extension 3488.

Solaë, LLC
 P.O. Box 88940
 St. Louis, Missouri 63156
 (314) 982-1883 Tel (800) 325-7108 Toll Free

Solaë, LLC
 1034 Bantorth Drive
 St. Louis, Missouri 63102